



DELBERT HOSEMAN
Secretary of State

REQUEST FOR APPLICATIONS

RFA Number: PL.09.10.2018

To Provide: Software Maintenance and Support Services

Issue Date: 09/10/2018

CLOSING LOCATION

Office of the Mississippi Secretary of State
125 South Congress Street
Jackson, Mississippi 39201

REQUEST FOR APPLICATIONS COORDINATOR

Noah Gibson, Procurement and Contract Officer

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SECTION 1

1.1 PROJECT OVERVIEW

The Office of the Mississippi Secretary of State (hereinafter “Agency”) is requesting applications for a contract worker to provide software maintenance and support services for the Agency’s Tax Forfeited Lands (deployed December 2014) and Tidelands (deployed November 2013) modules. This position will include software support and maintenance for the existing Tax Forfeited and Tidelands modules.

1.2 APPLICATIONS ACCEPTANCE PERIOD

Applications shall be signed and submitted in a sealed envelope or package to the closing location (located on the prior page) no later than the time and date specified for receipt of applications. Timely submission is the responsibility of the applicant. Applications received after the specified time shall be rejected and retained unopened as a part of the procurement file. The sealed envelope or package shall be marked with the Request for Applications (hereinafter “RFA”) number and opening date and time (located on the prior page). The time and date of receipt shall be indicated on the envelope or package by the Office of the Mississippi Secretary of State (hereinafter “Agency”). Modifications or additions to any portion of the RFA may be cause for rejection of the application. The Agency reserves the right to decide, on a case-by-case basis, whether to reject an application with modifications or additions as non-responsive. As a precondition to acceptance of an application, the Agency may request the applicant to withdraw or modify those portions of the application deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

1.2.1 TIMELINE

1 st RFA Issue Date:	Monday, September 10, 2018
2 nd RFA Issue Date:	Monday, September 17, 2018
Questions and Requests for Clarification Deadline:	Monday, September 24, 2018, 5:00 PM CST
Anticipated Posting of Written Answers to Questions and Requests for Clarification:	Friday, September 28, 2018, 5:00 PM CST
Application Submission Deadline:	Wednesday, October 10, 2018, 5:00 PM CST
Application Review:	Thursday, October 11, 2018 through Friday, October 12, 2018
Interviews with Applicants:	Monday, October 15, 2018 through Friday, October 19, 2018
Anticipated Notice of Award:	Monday, October 22, 2018, 5:00 PM CST
Debriefing Request Deadline:	Thursday, October 25, 2018, 5:00 PM CST
Protest Submission Deadline:	Monday, October 29, 2018, 5:00 PM CST
Contract Start Date:	Tuesday, January 1, 2019

1.3 SCOPE OF WORK

The scope of work includes, but is not limited to, the tasks below:

- A. Support, including troubleshooting, analysis, and resolution of system and user problems, which may include, but is in no way limited to, the following:
 - i. System and user problems reported by internal users;
 - ii. Coding, configuration, workflows, document generation, and document storage issues;
 - iii. Payment processing issues with internal systems; and
 - iv. System and server configuration issues.

1.4 REQUIRED TECHNICAL SKILLS

The contract worker will be required to have at a minimum of one (1) year of experience with the following skills:

- i.** Development and configuration experience in the STAR.net environment;
- ii.** Microsoft SQL Server with SQL queries and scripts for data correction and workflow corrections
Crystal reports;
- iii.** Visual Studio 2013 or later development tools;
- iv.** .net Framework 4.0 or later;
- v.** Entity Framework 5.0 or later;
- vi.** Windows Workflow Foundation;
- vii.** Windows Presentation Foundation;
- viii.** XAML;
- ix.** VB.NET 2012 or later development tools;
- x.** Microsoft.Net Development Framework;
- xi.** ASP.NET MVC;
- xii.** ASP.NET Web Forms;
- xiii.** Kendo UI;
- xiv.** Bootstrap;
- xv.** SQL Server Reporting Services;
- xvi.** Information Services;
- xvii.** Crystal Reports;
- xviii.** VB.NET;
- xix.** C#;
- xx.** XML;
- xxi.** XLST;
- xxii.** MSSQL XML;
- xxiii.** JSON;
- xxiv.** Web Services;
- xxv.** Web API;
- xxvi.** Securities Tracking And Registration System (STAR) by MicroPact / Formerly ACO Information
Services; and
- xxvii.** RevRoom Revenue System.

1.5 REQUIRED BUSINESS SKILLS

The contract worker will be required to display the following skills:

- i.** Strong oral and written communication, customer service, and time management; and
- ii.** Ability to work independently but effectively with a team to accomplish team projects and solve technical problems.

1.6 OTHER CONSIDERATIONS

The contract worker will be required to work remotely via a VPN connection under direction of SOS Project Manager.

1.7 CONSIDERATION AND PAYMENT

The contract worker will be paid a rate of \$62.50 per hour up to forty (40) hours per week, fifty-two (52) weeks per year. The total payment per year will not exceed \$130,000.00 plus any applicable federal, state, and/or local payroll taxes.

1.8 CONTRACT TERM

The term of the contract resulting from this Request for Applications shall commence on January 1, 2019 and shall expire on December 31, 2019. At the discretion of the Agency upon written notice to contract worker at least thirty (30) days prior to each anniversary date, and subject to available funding, the contract may be renewed for four (4) successive one (1) year periods under the same prices, terms, and conditions as in the original contract and any amendments or modifications thereto. The total number of renewal years permitted shall not exceed four (4), or extend past December 31, 2023.

1.9 APPLICANT INSTRUCTIONS

Applicants must submit a current resume outlining the required skills listed above and complete the State of Mississippi Application, which may be downloaded by clicking on the following link:

<http://www.mspb.ms.gov/media/6595/application%20word%20template.pdf>.

1.10 RECEIPT OF APPLICATIONS

Sealed applications must be submitted to the following address by 5:00 PM on Wednesday, October 10, 2018:

Mississippi Secretary of State
Attn: Noah Gibson
125 South Congress Street
Jackson, Mississippi 39201

1.11 ACCEPTANCE AND DISPOSITION OF APPLICATIONS

- A.** All applications received will be classified as either acceptable or unacceptable. For applications classified as unacceptable, the applicant will be promptly notified in writing by the Agency. A copy of such notification(s) will be retained in the Agency procurement file for future review.
- B.** Interviews will be conducted with applicants whose applications are classified as acceptable. After all interviews are completed, the applicants interviewed will be evaluated based on the criteria as set forth herein.
- C.** Notification that the contract has been awarded will be promptly given, in writing, to all applicants whose applications were classified as acceptable. A copy of such notification(s) will be retained in the Agency procurement file for future review.
- D.** A notice of award, which will be accompanied by an analysis as to why the contract was awarded, will be made available to the public in accordance with Executive Order 1362 (*Promoting Transparency in Public Contracting*), a copy of which is available at <http://www.governorbryant.ms.gov/Documents/EO-1362.pdf>.

SECTION 2

2.1 CLAUSES TO BE INCLUDED IN CONTRACT

A. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be

brought in the courts of the State. The contract worker shall comply with applicable federal, state, and local laws and regulations.

B. AVAILABILITY OF FUNDS

It is expressly understood and agreed the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost, or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

C. PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

D. COMPLIANCE WITH LAWS

Applicant understands the Agency is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Applicant agrees during the term of the agreement that Applicant will strictly adhere to this policy in its employment practices and provision of services. Applicant shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

E. STOP WORK ORDER

- (1) Order to Stop Work: The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contract Worker to stop all or any part of the work called for by the contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:
 - (a) cancel the stop work order; or
 - (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of the contract.
- (2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- (a) the stop work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and
- (b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- (3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- (4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of the contract.

F. REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

G. REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

H. ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the Agency by the time and at the place specified for receipt of bids.

I. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

J. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor **has/has not** (use applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

K. E-PAYMENT Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.

L. E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year or, both.
- (3) In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

M. TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq., and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

N. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.